AGREEMENT

between

NEW ORLEANS PUBLIC BELT RAILROAD

and

RAILROAD YARDMASTERS OF AMERICA

GOVERNING HOURS OF SERVICE,
WORKING CONDITIONS, AND
RATES OF PAY

Effective July 1, 1977
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AGREEMENT
BETWEEN
NEW ORLEANS PUBLIC BELT RAILROAD
AND ITS YARDMASTERS
REPRESENTED BY
RAILROAD YARDMASTERS OF AMERICA

ARTICLE I
SCOPE

This Agreement shall govern the hours of service, rates of pay and working conditions of yardmasters. The term "yardmaster" as used herein shall be understood to mean yardmasters of all grades except General Yardmasters.

ARTICLE II
HOURS OF SERVICE AND OVERTIME

Eight (8) consecutive hours or less shall constitute a day. All time in excess of eight (8) hours in any twenty-four (24) hour period shall be paid for at time and one-half rate. This will not apply where two tours of duty are worked during a twenty-four hour period in the exercise of seniority or in the filling of a regular relief assignment.

Each regular assignment shall have an established starting time which shall not be changed on less than forty-eight (48) hours advance notice. No regular assignment shall begin or end between midnight and 6:00 A.M.

ARTICLE III
RATES OF PAY

(a) The monthly rate of pay as of July 1, 1977, for five (5) days work per week is:

<table>
<thead>
<tr>
<th>Yardmaster</th>
<th>$1,512.98</th>
<th>Base Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>62.00</td>
<td>Cost of Living</td>
</tr>
<tr>
<td></td>
<td>$1,574.98</td>
<td>Total</td>
</tr>
</tbody>
</table>

Note: In accordance with letter of understanding dated January 16, 1968, Yardmasters will be paid $1.00 per day, in addition to their regular earnings, whenever they are required by the Carrier, to handle the Switchmen's Extra Board.
(b) Yardmasters are monthly rated employees; however, they shall be compensated on a daily basis, and the amount of compensation to be paid to an employee in any pay period shall be determined by the days in such pay period for which such employee is entitled to compensation, the straight time daily rate to be computed by multiplying the monthly rate by twelve and dividing the result by two hundred sixty-one (261).

The straight time hourly rate shall be determined by dividing the monthly rate by one hundred seventy-four (174).

Future wage adjustments so long as such rates remain in effect on such basis shall be made on the basis of two hundred (200) hours per month.

Employees assigned to relief positions and extra employees will be compensated on a daily basis for each day so assigned at the rate of position filled.

(c) Rates of pay for new positions shall be the same as for existing positions of comparable scope and responsibility.

ARTICLE IV

SENIORITY

(a) This property in its entirety shall constitute one seniority district.

(b) Employees who, on the effective date of this Agreement hold seniority as yardmaster, will retain and continue to accumulate seniority as yardmaster in accordance with the provisions of this Agreement.

(c) Subsequent to the effective date of this Agreement, seniority as yardmaster will date from regular assignment as such; except an employee used as a substitute or extra yardmaster will establish seniority as yardmaster at the end of the thirtieth shift after having worked a total of thirty (30) shifts as yardmaster within any period of six (6) consecutive months.

(d) Where two or more applicants acquire seniority as of the same date and time, their relative seniority rank shall be based upon the length of all continuous service with the company, the employee with the greater period of continuous service to rank ahead of the employee with the lesser continuous service.

(e) Seniority rosters showing seniority of all yardmasters will be posted in January of each year, copy to be furnished General Chairman. The date of issue will be shown thereon.
(f) When a seniority date has been established for any yardmaster, it shall stand as final unless protested in writing within thirty (30) days from the date the roster first showing such date is posted. No change in seniority standing of any yardmaster will be made by the management without conference and agreement with the General Chairman.

(g) Yardmasters will be required to hold regular assignments as such whenever their seniority permits them to do so, or forfeit such seniority. Yardmasters whose seniority does not permit them to hold regular assignments will be used in order of their seniority to perform extra work; extra yardmasters declining to perform service as such, when available, will forfeit their seniority as yardmasters.

(h) Yardmasters accepting official positions with either the New Orleans Public Belt Railroad or the Railroad Yardmasters of America will retain and continue to accumulate seniority rights as yardmasters and may return to the service as yardmasters, providing seniority is exercised within thirty days from date of yielding or being relieved of such positions.

(i) Any tour of duty worked by an extra or unassigned yardmaster in the exercise of his rights in another craft or class will not be considered in any way in connection with the application of the provisions of this Agreement.

(j) A yardmaster may exercise seniority as follows:

1. When the position to which he is regularly assigned is abolished.

2. When he is displaced by a senior yardmaster.

3. When he returns from an official position as provided in Section (h) of this Article IV.

4. When the starting time of his regular assignment is changed more than one hour, except when such change is caused by Daylight Savings Time.

5. When change is made in the assigned rest days of his position.

6. When he makes application in writing to do so between the 1st and 10th of January, May and September of any year.

ARTICLE V

BULLETIN SERVICE

(a) New positions and permanent vacancies will be bulletined
to yardmasters for forty-eight (48) hours and assignment made within twenty-four (24) hours following expiration of the bulletin to the senior qualified yardmaster making application therefor who is available to work.

(b) Temporary vacancies of less than thirty (30) days will be filled for the first five days by the senior unassigned yardmaster not working as such, after which the senior yardmaster making written application therefor shall be assigned; except that vacation vacancies will be filled by the senior yardmaster making written application three days prior to the vacancy.

(c) Temporary vacancies lasting for more than thirty (30) days will be considered permanent vacancies and promptly bulletined and filled in accordance with Section (a) of this Article V.

(d) The right of yardmasters to make application will not be prejudiced when they are not available at the time yardmasters' positions are bulletined. Within three (3) days after becoming available a regular yardmaster may and an extra or unassigned yardmaster must displace any junior yardmaster assigned by bulletin during their absence.

(e) When a position is abolished the yardmaster assigned thereto shall be given not less than forty-eight (48) hours advance notice, such notice to be followed by bulletin.

(f) (N.A. 2/2/73) In the event a carrier decides to abolish a yardmaster position covered by the rules of a collective agreement between the Railroad Yardmasters of America and a carrier party here-to, such carrier shall notify the general chairman thereof by telephone (confirmed in writing) or telegram not less than ten calendar days prior to the effective date of abolition. If requested by the General Chairman, the representative of the carrier and the General Chairman or his representative shall meet for the purpose of discussing such abolition.

Nothing in this Agreement shall affect existing rights of either party in connection with abolishing yardmaster positions.

ARTICLE VI

FORCE REDUCTION RULE (N.A. 4/23/71)

(a) Rules, agreements or practices, however established, that require advance notice to employees before abolishing positions or making force reductions are hereby modified to eliminate any requirement for such notices under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (b) below, provided that such conditions result in suspension of a carrier's operations in whole or in part.
It is understood and agreed that such force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position. If an employee works any portion of the day he will be paid in accordance with existing rules.

(b) Rules, agreements or practices, however established, that require advance notice before positions are abolished or forces are reduced are hereby modified so as not to require advance notice where a suspension of a carrier's operations in whole or in part is due to a labor dispute between said carrier and any of its employees.

ARTICLE VII

PRESERVATION OF RATES

Regularly assigned yardmasters temporarily used on lower rated positions shall not have their rates of pay reduced, and when temporarily assigned to higher rated positions shall receive the higher rate.

ARTICLE VIII

ESTABLISHED RATES AND POSITIONS

Established positions shall not be discontinued or abolished and new ones created covering relatively the same class of work, which will have the effect of reducing rates of pay or evading the application of these rules.

ARTICLE IX

DISCIPLINE

A yardmaster will not be dismissed or otherwise disciplined without formal investigation by an officer not lower in rank than Superintendent of Transportation (or his designated representative), within fifteen (15) days from the date of alleged dereliction.

At such investigation the yardmaster may be assigned by the duly accredited representative, and shall be allowed reasonable opportunity to arrange for the presence of such representative.

Not less than five (5) days prior to the investigation, such yardmaster shall be apprised in writing of the precise charge against him and shall be afforded a reasonable opportunity to prepare his defense and to secure the presence of necessary witnesses.
A decision shall be rendered within twenty (20) days after the close of the investigation.

A copy of the transcript of the investigation shall be furnished to the accused and his representative.

An appeal, if taken, must be filed within thirty (30) days with the next higher officer, and thereafter up to and including the highest officer designated by the company to whom such appeals may be made. Decisions on appeals shall be made within twenty (20) days after hearing on the appeal.

If the final decision decrees that the charge against the yardmaster is not sustained, the record will be cleared of the charge; if suspended or dismissed he will be returned to his former position with seniority unimpaired and be paid for all time lost.

The time limits of this rule may be extended by mutual agreement.

ARTICLE X

DEDUCTION OF OTHER EARNINGS IN DISCIPLINE CASES (N.A. 4/23/71)

It is recognized that where a yardmaster is dismissed from service for cause and subsequently it is found that such discipline was unwarranted and the employee is restored to service with pay for time lost, it is proper that any earnings in other employment will be used to offset the loss of earnings. This understanding is not intended to change existing rules or practices which now provide for deduction of other earnings in discipline cases.

ARTICLE XI

REST DAYS

(a) Two regular rest days each week, designated by the Carrier, shall be assigned to each position. Consistent with requirements of the service, due regard shall be given to the preference of the regular yardmasters, in seniority order, in fixing the rest days for their positions.

Such assigned rest days shall be the same days each week and shall be consecutive to the fullest extent possible. The Carrier may assign non-consecutive days off to a position whenever consecutive days off would cause or necessitate working a yardmaster with reasonable regularity in excess of five (5) days per week.

(b) Regularly assigned yardmasters required to perform service on either or both of the rest days assigned to their positions will be paid therefor at rate of time and one-half.

Extra yardmasters worked as such in excess of five (5)
consecutive days shall be paid one and one-half times the basic straight-time rate for work on either or both the sixth or seventh days, but shall not have the right to claim work on such sixth or seventh day.

(c) The term "rest days" as used in this agreement means that for a regularly assigned yardmaster seventy-two (72) hours, and for a regularly assigned relief yardmaster (who performs five (5) consecutive days’ yardmaster service) fifty-six (56) hours, shall elapse between the time he is required to report on the day preceding his rest days and the time he is required to report for duty on the day following his rest days. These definitions of the term "rest days" will not apply in the case of transfers due to yardmasters exercising seniority.

(d) Where relief requirements regularly consist of five (5) days work per week, relief yardmaster positions will be established and filled in accordance with Article V.

Where relief requirements regularly consist of four (4) days work per week, relief yardmaster positions providing for four (4) days work per week, may, by agreement with the General Chairman, be established and filled in accordance with Article V. Employees assigned to such positions will have preference over extra men for available extra work covered by this agreement to the extent of one day per work week.

(e) A regularly assigned yardmaster transferring from one regular position to another regular position assumes the rest days assigned to the latter position and will be paid straight time for days he actually works on such positions between last assigned rest day of former position and first assigned rest day of new position:

EXAMPLE: A yardmaster transfers from position having Wednesday and Thursday as rest days to position having Saturday and Sunday as rest days. First day worked on position to which transferred was Monday. He will be paid on straight time basis from Friday of preceding week to and including Friday of current week.

(f) Nothing in this agreement shall be construed to require the filling of an assignment on the days off of the regularly assigned yardmaster where the work can be absorbed by other yardmasters then on duty.

ARTICLE XII

HOLIDAYS AND SUNDAYS

On Sundays and Holidays one yardmaster will be used on all shifts on which one or more engines is worked.

When it is required by Article XII that yardmasters be worked
on a holiday, the regular assigned and regular relief yardmasters will be used in seniority order in rotation. If a yardmaster is on rest day or not available, he will be skipped and used for the next such holiday.

Yardmasters or relief yardmasters who lay off on a holiday they are notified to work will lose their turn.

When the exigencies of the service require that all yardmaster assignments be filled on a holiday, the regular assigned yardmasters and relief yardmasters will work.

ARTICLE XIII

INSTRUCTIONS TO SWITCH CREWS

Supervisory Officers will at all times be permitted to instruct switching crews, provided no regularly assigned yardmaster jobs are abolished as a result of such action. If such yardmaster positions are abolished, that work will not be performed by supervisory officers.

Supervisory Officers will not issue instructions to switch crews if such instructions can be readily given to a yardmaster so that he may instruct the switch crew.

When emergencies exist that require Supervisory Officers to issue instructions to a switch crew, the yardmaster having jurisdiction will be advised as soon as possible.

ARTICLE XIV

CLAIMS AND GRIEVANCES

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within 60 calendar days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within 60 calendar days from the date same is filed, notify the employee or his representative of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed,
such appeal must be taken within 60 calendar days from receipt of notice of disallowance, and the representative of the Carrier shall be notified within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the 60 calendar day period for either a decision or appeal up to and including the chief officer of the Carrier designated for that purpose.

(c) The procedure outlined in paragraphs (a) and (b) pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer except in cases of appeal from the decision of the highest operating officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest officer shall be barred unless within 6 months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the 6 months' period herein referred to.

(d) A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than 60 calendar days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(e) This rule recognizes the right of the representatives of the Organization, parties hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.

(f) This rule shall not apply to requests for leniency.

ARTICLE XV

LEAVE OF ABSENCE

Except for physical disability, leave of absence in excess of ninety (90) days in any calendar year shall not be granted, unless
by agreement between the management and duly accredited representatives of yardmasters. Yardmasters engaged in outside employment, except as provided above, will forfeit all rights under this agreement, unless mutually agreed to between the management and duly accredited representatives of the yardmasters.

ARTICLE XVI

SERVICE LETTER

Yardmasters leaving the service shall be given a letter showing the term of service and character thereof, on request.

ARTICLE XVII

ATTENDING COURT, INVESTIGATIONS, ETC.

Yardmasters required to attend Court, Inquests, Hearings, Investigations, or similar service, will be paid not less than what they would have received on their regular assignments and when so used outside of their regular working hours on an assigned work day will be paid a minimum of eight (8) hours at overtime rate; for such service on an assigned rest day they will be paid a minimum of eight (8) hours at overtime rate. Necessary actual expenses will also be allowed and when witness fees or mileage allowances are received they will be assigned to the company.

ARTICLE XVIII

JURY DUTY (N.A. 4/23/71)

When a regularly assigned yardmaster is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

(1) A yardmaster must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.

(2) A yardmaster must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(3) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
(4) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

(5) When a yardmaster is excused from railroad service account of jury duty the carrier shall have the option of determining whether or not the yardmaster's regular position shall be blanked, notwithstanding the provisions of any other rules.

ARTICLE XIX

EMPLOYEE INFORMATION (N.A. 9/16/75)

Commencing in January 1976 the carriers will provide each General Chairman with a list of the employees who are hired or terminated, together with their home addresses and, if available, Social Security Numbers, otherwise the employees' identification numbers. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within 30 days of the end of the month in which the employee is hired or terminated, except as to such railroads which cannot meet the 30-day requirement, the matter will be worked out with the General Chairman.

ARTICLE XX

REVISION OF AGREEMENT

It was the intent of the parties signatory hereto in revising this schedule to include all rules and/or agreements applicable to employees represented by this organization, and if any of the previously existing rules and/or agreements were inadvertently omitted, it is understood and agreed that such rules and/or agreements will be considered a part hereof.

This Agreement shall become effective July 1, 1977, superseding all previous Agreements, and shall continue in effect until changed in accordance with the procedures of the Railway Labor Act, as amended.

SIGNED AT NEW ORLEANS, LOUISIANA, THIS 31 DAY OF October, 1977.

FOR RAILROAD YARDMASTERS OF AMERICA:

F. J. Laigast
General Chairman

FOR NEW ORLEANS PUBLIC BELT RAILROAD:

Moise Dumas, Jr.,
Assistant General Manager and Secretary-Treasurer
APPENDIX A

CHECK-OFF AGREEMENT

SECTION 1. Subject to the terms and conditions of this Agreement, Carrier shall deduct sums for periodic dues, initiation fees and assessments and insurance (not including fines and penalties) payable to the Railroad Yardmasters of America by members of the Railroad Yardmasters of America from wages due and payable to said members from wages earned; i.e., members engaged in any of the services or capacities covered in Section (3) First (h) of the Railroad Labor Act defining the jurisdictional scope of the First Division of the National Railroad Adjustment Board upon the written and unrevoked authorization of a member in the form of Exhibit A, copy of which is attached and made a part hereof. The signed authorization may, in accordance with its terms, be revoked in writing at any time after expiration of one year from the date of its execution or upon the termination of this agreement, or upon the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner. Revocation of the authorization shall be in the form of Exhibit B, copy of which is attached and made a part hereof. Both authorization forms and the revocation of authorization forms shall be reproduced and furnished as necessary by the Railroad Yardmasters of America without cost to the Carrier. The Railroad Yardmasters of America shall assume full responsibility for the procurement and execution of said forms by employees and for the delivery of said forms to Carrier.

SECTION 2. The Treasurer of the Local Lodge of which the employee is a member shall furnish the Carrier not later than the 10th of each month a certified statement in duplicate in the form prescribed by the Carrier, showing the name of each member, the amount due the Railroad Yardmasters of America for each member, this amount will include initiation fee due, if any, by each member, the amount of preceding monthly dues for each month, the amount of preceding monthly assessments for each member, and the amount of insurance premium due for each member who has signed authorization form herein referred to, and which signed authorization has been filed with the Carrier, or attached to the aforementioned list.

SECTION 3. Deductions will be made from the wages earned in the first period of the month for which the aforementioned list is furnished. The following payroll deductions will have priority over deductions in favor of the Railroad Yardmasters of America as covered by this agreement:

(a) Federal, State and Municipal taxes and other deductions required by law, including garnishment and attachments.

(b) Any due the Carrier for supplies or material furnished and obligations made on behalf of the employee.
(c) Insurance and hospitalization premium.

If the earnings of the employee are insufficient to remit the full amount of deduction for an employee, no deduction shall be made and the same will not be accumulated on the following monthly statement furnished by the Treasurer of the Lodge. No deductions will be made from other than the regular payrolls; none to be made from special payrolls or from time vouchers.

SECTION 4. This agreement shall cease to apply to any employee who may be adjudicated bankrupt or insolvent under any of the laws of the United States.

SECTION 5. Erroneous deductions are to be corrected by the Railroad Yardmasters of America by adjustments included in the subsequent regular monthly statement furnished by the Treasurer of the Lodge to the Carrier and adjustments will be properly identified on the statement. If any question arises as to the correctness of the amount deducted, member will handle such matter direct with the Treasurer of the Lodge.

SECTION 6. No part of this agreement shall be used in any manner whatsoever either directly or indirectly as a basis for a grievance or time claim by or in behalf of any employee; and no part of this or any other agreement between the Carrier and the Railroad Yardmasters of America shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any violation of, or misapplication or non-compliance with, any part of this agreement.

SECTION 7. The Railroad Yardmasters of America shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the entering into and the complying with the provisions of this agreement.

SIGNED AT NEW ORLEANS, LOUISIANA, THIS 29TH DAY OF JANUARY, 1960.

(Signatures Not Reproduced)

SECTION 8. In order to implement the provisions of Article II of National Agreement dated April 27, 1973, it is hereby agreed that the Carrier will furnish uniform alphabetical deduction lists, in triplicate, for each local lodge each month. Such lists will include the employee's name, payroll identification number, and amount of union dues deducted from the pay of each employee. The dues deduction amounts may not be changed more often than once every three (3) months.

This Agreement shall become effective April 1, 1974 and shall remain in effect until changed in accordance with the Railway Labor Act, as amended.

SIGNED AT NEW ORLEANS, LOUISIANA, THIS 12TH DAY OF FEBRUARY, 1974

(Signatures Not Reproduced)
"EXHIBIT A"

Secretary-Treasurer
New Orleans Public Belt Railroad
New Orleans, Louisiana

Name ___________________________  (Last)  (First)  (Middle Initial)

Social Security Number ___________________________

Home Address ___________________________  Occupation ___________________________
New Orleans, Louisiana

I hereby assign to the Railroad Yardmasters of America that part of my wages necessary to pay monthly union dues, assessments, initiation fees and insurance (not including fines and penalties), as reported to the New Orleans Public Belt Railroad by the Treasurer of the Local Lodge of Railroad Yardmasters of America, or his successor, in monthly statements, certified by him, as provided in the check-off agreement entered into by and between the Railroad Yardmasters of America and the New Orleans Public Belt Railroad on , and I hereby authorize the New Orleans Public Belt Railroad to deduct from my wages all such sums and pay them over to such designated representative of the Railroad Yardmasters of America in accordance with the said check-off agreement. This Authorization may be revoked in writing by the undersigned at any time after the expiration of one (1) year or upon the termination of the aforesaid check-off agreement or upon the termination of the rules and working conditions agreement between the New Orleans Public Belt Railroad and the Railroad Yardmasters of America, whichever occurs sooner.

_________________________  (Date)  ___________________________  (Signature)

Authorization Number
"EXHIBIT B"

Date

Secretary-Treasurer
New Orleans Public Belt Railroad
New Orleans, Louisiana

I hereby revoke my authorization to deduct from my wages, all monthly union dues, assessments and initiation fees due the Railroad Yardmasters of America.

Signature

cc: Local Treasurer
Railroad Yardmasters of America

NOTE: Revocation of authorization must be received by Public Belt prior to the 10th of month in which deduction is to be made.
APPENDIX B

HOLIDAY AGREEMENT


SECTION 1. Effective January 1, 1968, yardmasters shall be paid at the rate of time and one-half for working on any of the following enumerated holidays, in addition to their regular pay:

- New Year's Day
- Washington's Birthday
- Decoration Day
- Fourth of July
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Eve
- Christmas
- **Employee's Birthday

*Mardi Gras is substituted for Decoration Day

**Good Friday is substituted for the Employee's Birthday

NOTE: This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerated holidays (See Local Agreement 12/22/76, Appendix B-1)

SECTION 2. Not Applicable

SECTION 3. Under no circumstances will a yardmaster be allowed more than one time and one-half payment for service performed by him on any day, whether it is a work day, a rest day, or a vacation day, which also is a holiday. It is understood that this provision will not modify or cancel any existing rules which provide for payment at the rate of time and one-half for service over eight hours.

SECTION 4. In instances when a recognized holiday, or the day such holiday is observed by the State or nation, falls on an assigned work day of a regular yardmaster assignment, the carrier shall have the right to blank such position on that day and the yardmaster then holding such assignment shall be paid for that day on the basis of his regular straight time rate of pay, provided he does not render other compensated service for the railroad during the hours of such yardmaster assignment. If any work of such position is performed by other than the incumbent on the shift on which it is blanked, it shall be performed in accordance with existing schedule rules.

SECTION 5. (Local Agreement 12/28/67) Effective January 1, 1968, each yardmaster's monthly rate of pay shall be further adjusted by (a) deducting Four Dollars and Fourteen Cents ($4.14) provided for in Agreement dated March 19, 1965, and by (b) deducting the money equivalent of the holiday pay adjustment (8 straight time hours annually) provided for by Article II of the January 29, 1965 Agreement. Percentage adjustments made to these amounts in subsequent settlements shall not be added to these deductions.

Thereafter -

-16-
The daily rate shall be determined by multiplying the monthly rate by 12 and dividing by 261.

The straight time hourly rate shall be determined by dividing the monthly rate by 174.

SECTION 6. (N.A. 9/20/68) Effective January 1, 1968:

(a) When any of the holidays enumerated in Section 1 hereof falls on a rest day of a regularly assigned yardmaster, he shall receive, in addition to his regular pay, one day's pay at the straight time rate of his regular position, provided he fills his regular position on the last workday immediately preceding and on the first workday immediately following the holiday falling on a rest day. A regularly assigned relief yardmaster who qualifies for pay for a holiday falling on a rest day in accordance with the foregoing shall be paid at the straight time rate of the position he filled on the last workday immediately preceding the holiday falling on a rest day. In addition to the one day's pay at the straight time rate for the rest day holiday herein provided, if a regular yardmaster works as yardmaster on his rest day he shall be entitled to one time and one-half payment for service performed by him pursuant to Section 3 hereof.

(b) When any of the holidays enumerated in Section 1 hereof falls during a regularly assigned yardmaster's vacation period, he shall receive, in addition to his regular pay, one day's pay at the straight time rate of his regular position, provided he fills his regular position on the last workday immediately preceding and on the first workday immediately following his vacation period. A regularly assigned relief yardmaster who qualifies for pay for a holiday falling during his vacation period in accordance with the foregoing shall be paid at the straight time rate of the position he filled on the last workday immediately preceding his vacation period.

(c) The rest day holiday and vacation holiday pay provided by this Section 6 shall not apply to extra yardmasters, or to regularly assigned yardmasters who may be eligible for holiday pay falling on a rest day or during a vacation period pursuant to other schedule agreements.

(Signatures Not Reproduced)
SUPPLEMENTAL HOLIDAY AGREEMENT

It is understood and agreed by the parties hereto that under the provisions of existing Agreements covering paid holidays Mardi Gras Day is substituted for Washington's Birthday and Good Friday is substituted for Decoration Day.

The parties hereby agree that Christmas Eve (the day before Christmas is observed) will be added to the list of paid holidays for employees receiving holiday pay. It is further agreed that Mardi Gras Day will be substituted for Decoration Day and Good Friday will be substituted for the birthday holiday.

This Agreement shall become effective January 1, 1977, and shall remain in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Following is a list of paid holidays that will be in effect on January 1, 1977:

New Year's Day
Mardi Gras
Washington's Birthday
Good Friday
Fourth of July
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Eve
Christmas Day

Signed at New Orleans, Louisiana, this 22nd day of December 1976.

(Signatures Not Reproduced)
APPENDIX C

VACATION AGREEMENT


Effective January 1, 1965, all vacation rules, agreements, understandings or practices, however established, covering yardmasters subject to the provisions of agreements in effect are cancelled. Effective January 1, 1965, except as hereinafter specifically provided, the following agreements shall apply to such employees:

(N.A. 4/23/71) Effective January 1, 1973:

Section 1 (a) (1)

An annual vacation of two weeks (10 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred ten (110) days during the preceding calendar year.

Section 1 (a) (2)

An annual vacation of three weeks (15 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has ten or more years of continuous service with the employing carrier.

Section 1 (a) (3)

An annual vacation of four weeks (20 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has twenty or more years of continuous service with the employing carrier.

Section 1 (a) (4)

An annual vacation of five weeks (25 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has twenty-five or more years of continuous service with the employing carrier.
Section 1 (b) Not Applicable

On all carriers:

Section 1 (c)

Calendar days in each current qualifying year on which a yardmaster renders no service as such because of his own sickness or because of his own injury shall be included in computing days of compensated service for vacation qualification purposes on the basis of a maximum of 10 such days for a yardmaster with less than three years of continuous service with the employing carrier, a maximum of 20 such days for a yardmaster with three but less than fifteen years of continuous service with the employing carrier and 30 such days for a yardmaster with fifteen or more years of continuous service with the employing carrier, provided that no calendar day on which a yardmaster was credited with any compensation under sick leave rules or practices shall be included under this Section 1 (c). The maximum number of such days that may be claimed by any individual in any calendar year under this and other schedule agreements shall not exceed a total of 10, 20 or 30 days, respectively.

Section 1 (d)

In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

Section 1 (e)

In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967 as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Sections 1(a) (1), 1(a)(2), 1(a)(3) or 1(a)(4), or 1(b)(1), 1(b)(2), 1(b)(3) or 1(b)(4) and 1(d) hereof.

Section 1 (f)

In instances where an employee who has become a member of
the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Sections 1(a)(1), 1(a)(2), 1(a)(3) or 1(a)(4), or 1(b)(1), 1(b)(2), 1(b)(3), or 1(b)(4), and 1(d) hereof.

(Note to Sections 1(a), 1(b) and 1(c): A shift which extends from one calendar day into another shall be counted as one day in computing the number of qualifying days referred to above.)

Section 2 (a)(N.A. 1/29/65)

Local officers of the carrier and local committees of the organization will cooperate in assigning vacation dates, giving due regard to business conditions, availability of a relief employee and to the desires and preferences of the yardmasters in seniority order.

Section 2 (b)

(1) - When vacations are afforded

(i) - A yardmaster having a regular assignment will be paid for each working day of his vacation the daily compensation (excluding casual or unassigned overtime) of such assignment.

(ii) - A yardmaster not having a regular assignment will be paid while on vacation on basis of the average straight time compensation earned as a yardmaster in the last payroll period preceding the vacation during which he performed service for the number of vacation days to which entitled under Section 1.

(2) - When vacations are not afforded

If a vacation is not afforded, payment in lieu thereof will be made not later than the first payroll period in January of the following year, computed on the following basis:

(i) - A yardmaster having a regular assignment will be paid in lieu of vacation the daily compensation
(excluding casual or unassigned overtime) of such assignment for the number of vacation days to which entitled under Section 1.

(ii) A yardmaster not having a regular assignment will be paid in lieu of vacation on basis of the average straight-time compensation earned as a yardmaster in the last payroll period during which he performed service preceding the close of the vacation year for the number of vacation days to which entitled under Section 1.

Section 2 (c)

A yardmaster who performs service as yardmaster on any day of his assigned yardmaster vacation period will be paid for such service at time and one-half rather than straight time in addition to vacation pay provided in Section 2 (b).

Section 2 (d)

Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be applied to create a vacation, or allowance therefor, of more than the maximum number of days provided for in either of such schedules.

Section 2 (e)

The vacation provided for in this Agreement shall be considered to have been earned when the yardmaster has qualified under Section 1 hereof. If his employment status is terminated for any reason whatsoever including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough, he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the yardmaster has qualified therefor under Section 1. If a yardmaster thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

Section 2 (f)

Vacations shall not be accumulated or carried over from one vacation year to another.

(N.A. 4/23/71) Effective January 1, 1973:
Section 3.

Except as otherwise provided herein, this vacation rule shall be effective as of January 1, 1973 and shall be in full force and effect for a period of one year from January 1, 1973, and continue in effect thereafter, subject to not less than seven months' notice in writing (which notice may be served in 1973 or in any subsequent year), by any carrier or the organization party hereto, of desire to change this rule as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion. When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act.

(Signatures Not Reproduced)
APPENDIX L

HEALTH AND WELFARE

The provisions of the National Health and Welfare Plan negotiated pursuant to the National Agreement of August 21, 1954, as this plan has been revised and amended, shall be applicable to the employees covered by this Agreement.
APPENDIX E

SUPPLEMENTAL SICKNESS BENEFITS

(1) The Agreement of November 29, 1972, providing Plan for Supplemental Sickness Benefits effective December 1, 1972, is hereby cancelled effective March 1, 1976.

(2) In lieu of the foregoing Agreement, the parties hereby adopt Agreement between National Carriers' Conference Committee and Railroad Yardmasters of America dated September 30, 1974, covering establishment of Supplemental Sickness Benefit Plan, with the following exceptions:

(a) In accordance with the provisions outlined in "Note" under Paragraph 6, the following Paragraph 6 is substituted therefor.

"6. Liability Cases In case of a disability for which the employee may have a right of recovery against either the employing railroad or a third party, or both, benefits will be paid under this Plan pending final resolution of the matter so that the employee will not be exclusively dependent upon his sickness benefits under the Railroad Unemployment Insurance Act. However, the parties hereto do not intend that benefits under this Plan will duplicate, in whole or in part, any amount recovered for loss of wages from either the employing railroad or a third party, and they intend that benefits paid under this Plan will satisfy any right of recovery for loss of wages against the employing railroad to the extent of the benefits so paid. Accordingly, benefits paid under this Plan will be offset against any right of recovery for loss of wages the employee may have against the employing railroad; the employing railroad, or the insuring agent if one is involved, will be subrogated to any right of recovery for loss of wages the employee may have against any party other than the employing railroad; as a condition to paying any benefits under this Plan the employing railroad, or the insuring agent if one is involved, may require the employee to assign to it any such recovery or right there- to from any party other than the employing railroad to the extent that benefits are payable under this Plan; and on any recovery for loss of wages from any party other than the employing railroad, the employee will reimburse the employing railroad, or the insuring agent if one is involved, from such recovery for any benefits paid under this Plan. For purposes of this Paragraph, a recovery which does not specify the matters covered thereby shall be deemed to include a recovery for loss of wages to the extent of any actual wage loss due to the disability involved."

(b) The Insurance Premiums due under Paragraph 8 will be paid by carrier without reduction in the basic pay of covered Yardmasters. The first premium payment to the insurer will be made as provided in Paragraph 8 (a) in relation to covered Yardmasters who will have been regularly assigned Yardmasters in February 1976, and
will be payable by the end of March 1976, so that coverage will be effective March 1, 1976.

(3) The parties will jointly notify Provident Life and Accident Insurance Company to cancel Articles I and III of Amendment No. 1 to Group Policy No. R-505, dated November 17, 1972, effective with the date coverage provided in Paragraph 2 of this Agreement is implemented.

(4) Recognizing that some problems may be encountered in implementing this Agreement, it is understood and agreed that the affected employees will continue to be covered under the present policy, or any policy substituted therefor, until this Agreement can be implemented in its entirety.

This Agreement shall become effective March 1, 1976, and remain in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at New Orleans, Louisiana, this 10th day of February, 1976.

(Signatures Not Reproduced)
APPENDIX E-1

MEMORANDUM OF UNDERSTANDING

It is understood and agreed by and between the parties hereto as follows:

In consideration of Agreement effective March 1, 1976, providing Plan for Supplemental Sickness Benefits, the Carrier shall be permitted to blank jobs of Yardmasters who are absent because of sickness or disability, and realign forces as may be necessary.

Signed at New Orleans, Louisiana, this 10th day of February, 1976.

(Signatures Not Reproduced)
APPENDIX F

PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

(N. A. 9/20/68)

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Appendix.

(a) Covered Conditions:

This Appendix is intended to cover accidents involving employees covered by this Agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

(1) deadheading under orders or

(2) being transported at carrier expense.

(b) Payments to be Made:

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

| Loss of Life                     | $100,000 |
| Loss of Both Hands               | 100,000  |
| Loss of Both Feet                | 100,000  |
| Loss of Sight of Both Eyes       | 100,000  |
| Loss of One Hand and One Foot    | 100,000  |
| Loss of One Hand and Sight of One Eye | 100,000 |
| Loss of One Foot and Sight of One Eye | 100,000 |
| Loss of One Hand or One Foot or Sight of One Eye | 50,000 |
"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

Not more than $100,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of $3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of $100.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to $1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of $1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C.
51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(d) **Exclusions:**

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

1. Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;

2. Declared or undeclared war or any act thereof;

3. Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut our wound;

4. Accident occurring while the employee driver is under the influence of alcohol or drugs, or an employee passenger who is under the influence of alcohol or drugs who in any way contributes to the cause of the accident;

5. While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;

6. While an employee is commuting to and/or from his residence or place of business.

(e) **Offset:**

It is intended that this Appendix F is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Appendix F may be applied as an offset by the railroad against any recovery so obtained.

(f) **Subrogation:**

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Appendix.

The payments provided for above will be made, as above provided, for covered accidents on or after November 1, 1968.

It is understood that no benefits or payments will be due
or payable to any employee or his personal representative unless
such employee, or his personal representative, as the case may be,
stipulates as follows:

"In consideration of the payment of any of the
benefits provided in Article IV of the Agreement of
September 20, 1968
(employee or personal representative)
agrees to be governed by all of the conditions and pro-
visions said and set forth by Article IV."

Savings Clause:

This Appendix F (Article IV of N.A. 9/20/68) supersedes as of
November 1, 1968 any agreement providing benefits of a type speci-
fied in Paragraph (b) hereof under the conditions specified in
Paragraph (a) hereof; provided, however, any individual railroad
party hereto, or any individual committee representing employees
party hereto, may by advising the other party in writing by
October 13, 1968, elect to preserve in its entirety an existing
agreement providing accident benefits of the type provided in this
Appendix F in lieu of this Appendix F.

(Signatures Not Reproduced)
APPENDIX G
NATIONAL DENTAL PLAN
(N.A. 9/16/75)

A National Dental Plan will be established to be effective March 1, 1976, with features as described in Memorandum identified as "Description of National Dental Plan". The plan will be established and administered as follows:

(a) The entire cost of the dental plan will be borne by the railroads.

(b) The railroads and unions will jointly invite insurers to submit proposals, and will select the insurer which submits the most favorable proposal to issue an insurance contract to the railroads as the policyholder.

(c) The insurer will furnish financial data, statistical and actuarial reports, and claim experience information to the unions in the same detail and at the same time that it furnishes such data to the railroads.

(d) Any dividends or retroactive rate refunds or credits will be paid into a special fund established for such purpose, to be held by the insurer. Withdrawals may be made from such fund only to provide dental care benefits to employees unless otherwise agreed to.

(e) No notices relating to dental benefits or the financing thereof shall be served prior to January 1, 1977 (not be become effective before January 1, 1978). If no agreement thereon is reached prior to January 1, 1978 the railroads parties to this Agreement will continue payments to the insurer of the dental plan at the rates previously established as the premium rates under such plan until the payment rates are changed or modified under the provisions of the Railway Labor Act, and the policyholder railroads will make arrangements to provide such benefits as can be financed from such payments.

(Signatures Not Reproduced)